

04 APR 7 PM 3:27

NN

EASEMENT

Vol M04 Page 19935

Between

Kraig Robert Strauch

Ruth Ann Strauch

And

Timothy Kerns etal

SPACE RESERVED
FOR
RECORDERS USE

State of Oregon, County of Klamath
Recorded 04/07/2004 3:27 p m
Vol M04 Pg 19935-371
Linda Smith, County Clerk
Fee \$ 2.00 # of Pgs 3

After recording, return to (Name, Address, Zip):

AmeriTitle - Kristi

THIS AGREEMENT made and entered into on February 25, 2004, by and between Kraig Robert Strauch and Ruth Ann Strauch, Tenants by the entirety, hereinafter called the first party, and Timothy Kerns, Chris Kerns, Melvin L. Stewart, Michael V. Carr and Jon V. Taylor, hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Parcel 1 of Land Partition 47-99, situated in the NE 1/4 SE 1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$1.00 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

A public utility easement over the South 16 feet of the above said Parcel 1.

Said easement is for the benefit of and appurtenant to the property owned by the second parties as follows:

Parcel 2 of Land Partition 47-99, situated in the NE 1/4 SE 1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

3/10 AM



The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

N/A

and the second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for _____% and the second party responsible for _____. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Kraig Robert Strauch
Ruth Ann Strauch
 Kraig Robert Strauch
 Ruth Ann Strauch FIRST PARTY



STATE OF OREGON, County of Klamath) ss.
 This instrument was acknowledged before me on February 27, 2004
 by Kraig Robert Strauch & Ruth Ann Strauch
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____

Kristi L. Redd
 Notary Public for Oregon
 My commission expires 11/16/2007

See separate signature page

SECOND PARTY

STATE OF OREGON, County of _____) ss.
 This instrument was acknowledged before me on _____
 by _____
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____

Notary Public for Oregon
 My commission expires _____

SECOND PARTY SIGNATURE PAGE

Timothy Kerns
Timothy Kerns

Chris Kerns
Chris Kerns

Melvin L. Stewart
Melvin L. Stewart

Michael V. Carr
Michael V. Carr

Jon V. Taylor
Jon V. Taylor

STATE OF Oregon COUNTY OF Klamath
This instrument was acknowledged before me on February 25, 2004
By Melvin L. Stewart

Kristi L. Redd
Notary Public
State of OREGON
My Commission expires: 11/16/2007



STATE OF Oregon COUNTY OF Klamath
This instrument was acknowledged before me on February 26, 2004
By Chris Kerns

Kristi L. Redd
Notary Public
State of Oregon
My Commission expires: 11/16/2007



STATE OF Oregon COUNTY OF Klamath
This instrument was acknowledged before me on February 27, 2004
By Jon V. Taylor

Kristi L. Redd
Notary Public
State of Oregon
My Commission expires: 11/16/2007



STATE OF Oregon COUNTY OF Klamath
This instrument was acknowledged before me on March 1, 2004
By Michael V. Carr

Kristi L. Redd
Notary Public
State of Oregon
My Commission expires: 11/16/2007



STATE OF Oregon COUNTY OF Deschutes
This instrument was acknowledged before me on April 6, 2004
By Timothy Kerns

Glenda Cruz
Notary Public
State of Oregon
My Commission expires: 4-20-2007

